

Request for Proposal

Brickyard Park and Ride Lot Expansion Final Design

RFP No. E00042E06

September 2006

TABLE OF CONTENTS

ADVERTISEMENT	i
I. INTRODUCTION.....	1
II. PROJECT BACKGROUND.....	2
III. PROCUREMENT PROCESS	2
A. GENERAL INFORMATION.....	2
B. PROTESTS AND APPEALS.....	2
C. SCHEDULE.....	4
D. NEGOTIATIONS	4
E. CONTRACT TERMS AND CONDITIONS.....	5
F. COST AND PRICING DATA	5
G. CONSULTANT DISCLOSURE	7
IV. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION AND ADA/504 COMPLIANCE.....	7
V. INSURANCE REQUIREMENTS.....	12
VI. EVALUATION AND SELECTION CRITERIA.....	15
VII. DOCUMENTATION	15
VIII. EVALUATION CRITERIA AND SUBMITTAL INFORMATION –	16
ATTACHMENT 1 - SCOPE OF WORK	
ATTACHMENT 2 - STATEMENT OF QUALIFICATIONS FORM	
ATTACHMENT 3 - WORKPLAN / LOE & PROJECT SCHEDULE	
ATTACHMENT 4 - NOT USED	
ATTACHMENT 5 - NON-DISCRIMINATION AND CONSULTANT DISCLOSURE FORMS	

**KING COUNTY
REQUEST FOR PROPOSALS ADVERTISEMENT**

King County is requesting Proposal Submittals from qualified firms interested in providing civil, structural, mechanical, and electrical engineering design services, landscape architectural services, environmental wetland services, and services during construction for the Brickyard Park and Ride Lot Expansion Final Design.

The Request for Proposals, all addenda and current document holder's list are available on the internet at www.metrokc.gov/procurement/rfp_rfq_itb/new_consult.aspx. The County will no longer mail, ship or fax RFPs and addenda.

Interested firms *must* register with the County at time of download and ensure that a valid contact email address is given. Notification of addenda will be sent to the registered email address. Failure to register will result in the proposer not being notified of any addenda, which may result in rejection of the proposal as non-responsive.

The estimated value of this contract is \$750,000.

Contract Title:	Brickyard Park and Ride Lot Expansion Final Design
Number:	E00042E06
Proposals due:	October 13, 2006
Time:	5:00 p.m.
Pre-proposal Meeting:	September 22, 2006
Time:	10:00 a.m.
Location:	4th Floor, Room 4D, King Street Center, 201 S. Jackson Street, Seattle, WA 98104

Any firm failing to submit information in accordance with the procedures set forth in the Request for Proposal may not be considered responsive and may therefore be subject to disqualification by King County.

SUMMARY OF WORK: The Consultant will provide civil, structural, mechanical, and electrical engineering design services, landscape architectural services, environmental wetland services, and services during construction for the Brickyard Park and Ride Lot Expansion Final Design.

SUBCONSULTANT OPPORTUNITIES: Provided for informational purposes only, following are subconsulting opportunities that may be available on this Contract: Structural Engineering, Landscape Architectural, Mechanical Engineering, Electrical Engineering, and Environmental and Wetlands.

CONTRACTING OPPORTUNITIES PROGRAM: The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Economically Disadvantaged Businesses (SEDBs) through the use of voluntary participation goals and awarding proposal evaluation points as an incentive factor in the award of King County contracts for Architectural and Engineering (A&E) and Professional services.

The SEDB goal for this Project is 15%.

Refer to the Non-discrimination and Affirmative Action Section of the Request for Proposals for full discussion of the application of the non-discrimination and affirmative action provisions to subconsulting opportunities, as well as other non-discrimination and affirmative action requirements with which the Consultant shall comply.

QUESTIONS: Questions concerning this solicitation should be directed to **Christy Trautman, Contract Specialist** at **206-684-1862**, TTY Relay: 711. The Proposer may be requested to submit the question in writing. No verbal answers by County personnel will be binding on the County.

This information is available in alternate formats for individuals with disabilities upon advance request by calling 206-684-1327, TTY Relay: 711.

REQUEST FOR PROPOSALS
Brickyard Park and Ride Lot Expansion Final Design
RFP NO. E00042E06

I. INTRODUCTION

- A. This Request for Proposals ("RFP") contains the information necessary to understand the consultant selection process and identifies the documentation a Proposer must submit. After reviewing this RFP, any firm that determines it has the necessary expertise and experience and could successfully perform the required services may submit its Submittal, addressing the items set forth herein. A general overview of the selection process is as follows:
1. Proposers shall provide the Submittal to King County no later than **5:00 p.m., October 13, 2006**, after which time they will be reviewed and evaluated. The Submittal shall be sent to:

Christy Trautman, Contract Specialist
King County Finance and Business Operations Division
Procurement & Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue
Seattle, Washington 98104.
 2. King County may, at its option, contact a Proposer and during a telephone conference ask clarifying questions concerning the Proposer's Submittal.
 3. At the County's option, the County may conduct Interviews from Proposers qualifying as finalists.
- B. King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts valued at \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>
- C. The purpose of this RFP is to obtain a qualified consultant or consultants to provide civil, structural, mechanical, and electrical engineering design services, landscape architectural services, environmental wetland services, and services during construction for the Brickyard Park and Ride Lot Expansion Final Design. The County estimates the potential value of the contract to be **\$750,000**.
- D. Organizational Conflicts of Interest. An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice to the County; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage. The County will evaluate future procurements related to this contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, the County may prohibit the

consultants, subconsultants, and/or members of the consultant team from participating in such related procurement/projects.

II. PROJECT BACKGROUND

- A. The existing Brickyard Park and Ride lot is located at 15530 Juanita Woodinville Way NE in unincorporated King County. The existing park and ride lot has been at or above capacity for the past several years and this project is proposed to add approximately 200 surface parking spaces to the lot.
- B. In the mid-1990's Metro Transit purchased the parcel south of the existing lot for a proposed surface expansion project. The project was later canceled and that expansion project was never constructed. The expansion proposed in this project will be located on this property that King County currently owns. Previous project efforts have identified wetlands on this parcel and it is envisioned that consideration of the wetlands will be integral to the development of the park and ride expansion on this site.

III. PROCUREMENT PROCESS

A. General Information

- 1. Compliance with Legal Requirements.
 - a. The procurement of these consultant services will be in accordance with applicable King County, federal, state and local laws, regulations and procedures. King County reserves the right to reject any and all Submittals received. Any Proposer failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by King County.
 - b. In accordance with the provisions of this RFP, King County will evaluate the Submittals. The final selection, if any, will be that Consultant which, in the opinion of the County, best meets the requirements set forth in the RFP and is determined to be the most highly qualified.
- 2. Clear & Concise Submittal. King County requires that Submittals be concise and clearly written, containing only essential information. Proposers are discouraged from submitting lengthy Submittals, and are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials whenever practical.
- 3. Costs borne by Proposers. All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.
- 4. Public Disclosure. Once in the County's possession, Submittals shall become property of King County and considered public documents under applicable Washington State laws. All documentation provided to the County may be subject to disclosure in accordance with Washington State public disclosure laws.

B. Protests and Appeals

- 1. Time to file a Protest.

- a. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than **ten** (10) calendar days prior to the date established for responding to this solicitation.
 - b. A financially interested proposer may file a protest based on evaluation of Submittals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
 - c. In no event shall a protest be considered if all Submittals are rejected or after execution of this contract.
2. Form of Protest. A protest shall be in writing and addressed to: King County, Exchange Building, 821 Second Avenue, Seattle, Washington 98104, Attention: Manager, Procurement & Contract Services Section - M.S. EXC-ES-0825, Proposal Protest. A copy of the protest shall be provided to the contract specialist. The protest shall include the following:
 - a. The name, address and telephone number of the party protesting or their representative;
 - b. The RFP number and contract title under which the protest is submitted;
 - c. A detailed description of the specific grounds for protest and any supporting documentation; and
 - d. The specific ruling or relief requested.
3. Determination of Protest. Upon receipt of a timely written protest, the Manager of the Procurement & Contract Services Section ("Manager") shall investigate the protest and shall prior to execution of the contract respond in writing to the protest. The Manager's decision shall be considered the final action by the County unless a financially interested party thereafter seeks reconsideration of the Manager's decision by filing a Request for Reconsideration (Appeal) with the Director of the King County Finance and Business Operations Division (Finance Director).
4. Requirements for filing an Appeal. The Appeal shall include the following information and be received by the Finance Director and Contract Specialist within two (2) calendar days of the issuance of the Manager's decision:
 - a. Name, address and telephone number of the person filing the appeal or their representative;
 - b. Copy of the Manager's decision; and
 - c. Explanation of the basis for the appeal and the ruling or relief requested.
5. Grounds for Appeal. Recognized justifications for appeal are limited to: (1) new data, unavailable at the time of the protest to the Manager; or (2) the Manager made an error of law or regulation. New issues that could have been raised earlier will not be considered on appeal.
6. Determination of the Appeal. Upon receipt of an Appeal, the Finance Director or his/her designee shall review the request and the decision of the Manager and shall issue a final determination. The decision of the Finance Director shall constitute the final action of the County.

7. Compliance with Protest and Appeal Process. Failure to comply with these protest and appeal procedures will render a protest untimely and inadequate and may result in rejection thereof by King County.
8. Exhaustion of Administrative Remedies. As a mandatory condition precedent to initiating a lawsuit against the County, a prospective Proposer or a Proposer shall comply with the Protest and Appeal Procedures defined herein.
9. Venue. By responding to this Request for Proposals and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

C. Schedule

1. Anticipated Schedule. The selection process is anticipated to proceed as outlined below:

<u>Date</u>	<u>Selection Process</u>
09/14/06	Public Announcement for RFP
09/22/06	Pre-proposal Meeting (10:00 a .m.-4th Flr, Room 4D, King Street Center, 201 S. Jackson Street, Seattle, WA 98104)
10/13/06	Submittals Due (5:00 p.m.)
11/06/06	Select Finalists
wk of 11/13/06	Interview, if necessary
12/15/06	Ranking of Finalists and Notice of Selection
12/22/06	Selected Consultant submit all Cost and Pricing Data
04/30/07	Execute Contract

2. Notification. King County will notify appropriate firms of the following actions:
 - a. Changes in the RFP;
 - b. Disqualification or rejection of a Proposer; and
 - c. Notice of Selection.
3. Addenda. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms still under consideration at the time the addendum is issued.
 - a. If any firm has reason to doubt whether King County is aware of the firm's interest, it is the responsibility of the firm to notify King County to be sure that addenda are received. Mail or call such notice to Christy Trautman, Contract Specialist at 206-684-1862, PCSS, 8th Floor, 821 Second Avenue (M/S EXC-ES-0825), Seattle, Washington 98104.

D. Negotiations

1. At the completion of the selection process, the selected Proposer will enter into contract negotiations with King County. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The negotiated cost and pricing data, once agreed to by King County and the Consultant, shall form the basis for a billing/payment provision.

2. At the beginning of negotiations the selected Proposer and County shall meet to establish a Negotiation Schedule. Negotiations shall begin with the Scope of Work (SOW) identified in the RFP and the Work Plan Level of Effort (LOE) submitted by the selected Proposer. A Project Schedule shall accompany all revisions to the SOW and LOE. The SOW, LOE and Project Schedule should be interrelated and identify tasks and subtasks by the same numbers.
3. If the County and selected Proposer cannot come to terms on LOE and SOW after three (3) revisions to the SOW and LOE, the County may discontinue negotiations and go to the next highest ranked Proposer. Failure to reach agreement after three (3) revisions demonstrates an inability to reach agreement within a reasonable timeframe.
4. The selected Proposer shall only have two (2) primary negotiators, who shall remain constant for the entire duration of the negotiation. Subconsultants or specialists shall be allowed to participate in the negotiations in limited pre-scheduled circumstances to discuss specific issues in their area of expertise, specific SOW, or to clarify the basis for the LOE.
5. Negotiation of labor rates, overhead rates and fee shall not begin until after the County has received and reviewed the Cost and Pricing Data.

E. Contract Terms and Conditions

1. A copy of the County's terms and conditions is available at http://www.metrokc.gov/procurement/rfp_rfq_itb/new_consulting.aspx. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions and agrees to be bound by them.

F. Cost and Pricing Data

1. King County requires specific documentation of proposed cost and pricing data of the selected Proposer and/or a proposed subconsultant. This documentation shall be provided to:

Christy Trautman, Contract Specialist
King County Finance & Business Operations Division
Procurement and Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue, Seattle, WA 98104

2. The selected consultant shall provide the following information within **five (5) business days** after Notice of Selection has been received. Failure to provide such information in a timely manner may result in a decision by the County to discontinue negotiations with the selected Proposer and start negotiations with the next highest ranked Proposer.
 - a. **Financial Statements Including Balance Sheet And Income Statement.** Only the Prime Consultant should submit this information.
 - b. **Direct Salaries.** All Firms shall submit the following information:
 - (1) List of employees, in alphabetical order (last name first), with job classification, rate of pay, and salary review date. The list shall be composed using Excel and submitted electronically to Michael.Williams2@metrokc.gov.

The Excel spreadsheet shall use separate columns for each of the aforementioned items in the same order as listed.

- (2) Company **payroll records** for the current month, and for up to six months ago if the rate has changed within that time period.
- c. **Overhead Rates.** All Firms shall provide the following information:
 - (1) Provide current audited overhead schedule, audit report, and cost detail by general ledger account.
 - (2) Provide current overhead schedule, audit report, and cost detail by general ledger account from the following entities:
 - (a) Washington State Department of Transportation (WSDOT)
 - (b) Defense Contract Audit Agency (DCAA)
 - (c) Federal Acquisition Regulation (FAR) overhead rate etc.
 - (3) Provide your lowest negotiated overhead rate on a government agency contract within the last twelve months, including the contract number and an agency contact name and current telephone number.
 - (4) Provide a listing of all personnel who will perform work on this Project whose salaries, in full or in part, are included in overhead for the current and previous year. For each person identify his or her title, classification, position in company and salary rate.
- d. **Billing Rates.** Submit only for certain qualifying small firms.
 - (1) Small firms that do not have an accounting system that identifies direct and indirect costs separately, generally use billing rates. Fully burdened billing rates, which include labor, overhead costs and profit, are allowed on a case-by-case basis for those firms that typically use this method for billing purposes.
 - (2) If there is a question as to whether your firm qualifies to use Billing Rates, please call Michael Williams, Cost Analyst, at 206-263-4624.
- e. **Other Direct Cost(s).**
 - (1) Identify all Other Direct Cost(s) (ODC) for this project and the rationale used as a basis for the costs.
 - (2) For each ODC, provide the unit price and/or rate with supporting rationale, historical data and estimating methodology used to validate it.
 - (3) Failure to identify ODC results in a presumption that there are no ODC.
- f. **Profit.** County considers both Washington DOT and FAR guidelines in establishing fair and reasonable profit. For all firms, specify the following:
 - (1) Proposed profit rate;
 - (2) Rationale and justification for the proposed profit rate.
- g. **Markup on Subconsultant Costs and ODC.** In accordance with King County policy CON 7-7-1,6.2.1 (G) Consultants shall not markup subconsultant costs and ODC.

G. Consultant Disclosure

1. King County Code 3.04.120 requires that firms or individuals entering into a contract with the County with a value in excess of \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected Consultant agrees to the conditions of King County Code 3.04.120 and shall submit a Consultant Disclosure form prior to execution of the Contract. Please Note: This form is required only from the Proposer selected as the Consultant. DO NOT return this form with your Submittal.

IV. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION AND ADA/504 COMPLIANCE

A. Nondiscrimination And Equal Employment Opportunity

1. Nondiscrimination in Employment and Provision of Services. During the performance of the Agreement, neither the Consultant nor any party subcontracting under the authority of the Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under the Agreement. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to the Agreement.
2. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of the Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
3. Compliance with Laws and Regulations. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Consultant shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Agreement.
4. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages the Consultant to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
 - a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 - b. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of

subcontracting opportunities to those firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.

- c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 - d. Establishing delivery schedules, where the requirements of the Agreement permit, that encourage participation by small businesses, including M/WBEs.
 - e. Providing small businesses, including M/WBEs that express interest, with adequate and timely information about plans, specifications, and requirements of the Agreement.
 - f. Using the services of available community organizations, consulting groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
 - g. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at 360-753-9693.
5. Small Business and Minority and Women Business Enterprise Practices. Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:
- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 - b. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 - c. Utilizing the services of available community organizations, consulting groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
6. Equal Employment Opportunity. The Consultant will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
7. Unfair Employment Practices. King County Code Chapter 12.18 will be incorporated by reference as if fully set forth and such requirements shall apply to the Agreement. During the performance of the Agreement, neither the Consultant nor any party subcontracting under the authority of the Agreement shall engage in unfair employment practices. It is an unfair employment practice for any:
- a. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - b. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any

guidance program, apprenticeship training program, or other occupational training program;

- c. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 - d. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - e. Employer, employment agency or a labor organization to retaliate against any person because that person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - f. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, or based upon a bona fide occupational qualification; and/or
 - g. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - (1) The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - (2) The employer informs employees of the requirement and the consequences of violating the rule.
8. Discrimination In Contracting. King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement. During the performance of this Agreement neither Consultant nor any party subcontracting under the authority of this Agreement shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.
9. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least six (6) years after completion of all work under the Agreement, the following:
- a. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment, or the administration or delivery of services or any other benefits under the Agreement; and
 - b. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on the Agreement, and any other information necessary to document the actual use of and payments to subconsultants and suppliers in the Agreement, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).

- c. The County may at any time visit the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If the Agreement involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement.

B. Required Submittals

1. The County will not execute any Agreement without receipt of the following forms:
 - a. Affidavit and Certificate of Compliance with King County Code 12.16. The Consultant will implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of the Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Consultant.
 - b. Personnel Inventory Report.
 - c. Statement of Compliance with King County Code 12.16. The Consultant shall obtain this statement from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from which the Consultant obtains employees;
 - d. ADA/504 Disability Assurance of Compliance. The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to the Agreement) and shall evaluate its services, programs and employment practices for compliance with Section 504 and the ADA. The 504/ADA Self-Evaluation Questionnaire shall be kept on file at the Consultant's Office. The Consultant shall complete a 504/ADA Disability Assurance of Compliance. If the Consultant has previously submitted the Disability Assurance of Compliance form to the County, it is exempt from filing the Disability Assurance form for two years from date of County receipt, provided that the Consultant is in the same location. In this instance, the Consultant will attach a copy of the original signed Assurance of Compliance form affirming continued efforts to comply with Section 504 and the ADA.
2. The Consultant shall be responsible for ensuring that their subconsultants and suppliers comply with the applicable requirements of the Agreement. Any violation of the applicable requirements of the Agreement by a subconsultant will be deemed a violation by the Consultant and will subject the Consultant to sanctions and penalties allowed under the Agreement, federal and local law.
3. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 are available by contacting King County Business Development and Contract Compliance at the address below. Please include the contract number in all correspondence.

King County Business Relations and Economic Development
Business Development and Contract Compliance Section
Bank of America Tower, M.S. BOA-EX-2000
701 5th AVE STE 2000
Seattle WA 98104

Phone: 206-205-0700, TTY Relay 711
Fax: 206-205-0719

C. Required Submittals During Work

1. The Consultant shall update the submittals listed below for itself and submit them to King County Business Development and Contract Compliance at the address above.
2. Upon completion of all work and as a condition precedent to final payment, the Consultant shall submit to the Business Development and Contract Compliance Section a final Affidavit of Amounts Paid identifying amounts actually paid, and any amounts owed, to each subconsulting firm and/or supplier for performance under the Agreement. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

D. Voluntary Small Economically Disadvantaged Business Participation Goal and Contracting Opportunities Program

1. Contracting Opportunities Program. The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Economically Disadvantaged Businesses (SEDBs) through the use of voluntary participation goals and awarding of proposal evaluation points as an incentive factor in the award of King County contracts for Architectural and Engineering (A&E) and Professional services.
2. Definitions.
 - a. A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition that puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial conditions for eligibility under the Program are a dollar ceiling for standard business classifications set at fifty percent (50%) of the Federal Small Business Administration (SBA) and an Owners' Personal Net Worth of less than \$750,000.
 - b. A "Certified Firm" is a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Contact the BDCC Office at (206) 205-0700 for information on how to become a certified firm, or to obtain a list of Certified Firms.
3. Voluntary SEDB Participation Goal
 - a. It is King County's policy that small economically disadvantaged businesses shall have the maximum practicable opportunity to participate in the performance of contracts for professional services to King County. The following percentage is the voluntary SEDB goal established for this Contract: **SEDB: 15%** King County may adjust the SEDB participation goal for this Contract to reflect the minimum level of SEDB participation under the following conditions:
 - (1) After issuing the Notice of Selection, and before contract award, King County determines to modify or delete a scope of work for which the Consultant has identified an SEDB to perform in its proposal.
 - (2) Subsequent amendments to this Contract expand the scope of work projected for SEDBs, or create new opportunities for other SEDBs to participate.

- (3) During the term of the Contract, the Consultant determines that it is unable to comply with the SEDB goal. In that event, the Consultant shall make a written request to King County to reduce or modify the goal. The request shall describe the Consultant's efforts and inability to obtain SEDBs and must clearly demonstrate that SEDBs were unavailable to meet the SEDB goal. The County will evaluate the request and, if appropriate, direct the preparation of an amendment to reduce or modify the SEDB goal.
4. Determination of SEDB Eligibility. King County will count only the participation of Certified Firms towards the voluntary SEDB goal established for this contract. The County will count the proposer's identified participation as follows:
 - a. For evaluation purposes, King County will count only the participation of SEDBs that are certified by King County before the date and time of proposal submittal.
 - b. The proposer's SEDB subconsultant participation shall be calculated as a percentage of the proposer's total proposal hours. For example, if a proposer's total proposal hours are 100,000 and the proposer indicates that an SEDB will do work for a total of 10,000 hours, the proposer's SEDB participation is 10%.
 - c. SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work the SEDB has the management and technical expertise to perform using its own workforce and resources. An SEDB may further subcontract a portion of the work, provided that the majority of work (at least 51% of the subcontract amount) is actually being performed by the SEDB that has the contract.
 - d. When an SEDB performs as a prime consultant or a participant in a joint venture, King County will only count that portion of the total contract hours equal to the distinct, clearly defined portion of the work that the SEDB performs with its own forces.

E. Sanctions for Violations

1. Any violation of the mandatory requirements of the non-discrimination, equal employment, affirmative action and ADA/504 provisions shall be a material breach of contract for which the Consultant may be subject to damages, withholding of payment, and any other sanctions provided for by contract and by applicable law.

V. INSURANCE REQUIREMENTS

- A. Prior to execution of the Agreement, the Consultant shall file with King County certificates of insurance and endorsements from their insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s); shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date; and shall provide that King County receives notice at least thirty (30) calendar days prior to the effective date of any policy limit or cancellation of required coverages. The Consultant shall notify the County at least thirty (30) calendar days prior to the effective date of any cancellation or reduction in coverage in the policy. During the entire Contract period the Consultant shall maintain insurance coverage at least as broad as the limits and coverage outlined in this Agreement. The Consultant shall, upon demand of King County, make available to King County at Consultant's local office in King

County all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Consultant's work hereunder. Suspension or termination of this Agreement shall not relieve the Consultant from its insurance obligation hereunder.

- B. The Consultant shall obtain and maintain at a minimum the limits of insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- C. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions, when required, is acceptable on a "claims made" form.
- D. If coverage is approved and purchased on a "claims made" basis, the Consultant shall continue coverage either through (1) policy renewals for not less than three years from the date of completion of the work which is the subject of this Agreement or (2) the purchase of an extended discovery period for not less than three years from the date of completion of the work which is the subject of this Agreement, if such extended coverage is available.
- E. If in order to meet the insurance requirements the Consultant must rely on insurance provided by one or more subconsultants, then such subconsultant(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing, and shall include County and Consultant as additional insureds on all liability policies except Professional Liability/Errors & Omissions and Workers Compensation. The County will not make any payments on work performed by subconsultants until all insurance documentation from such subconsultants has been received and accepted by the County.
- F. Provided the affected insurance policies permit the following waiver without voiding coverage, Consultant and County waive all rights against each other to subrogation for damages covered by property insurance.
- G. The Consultant shall maintain limits no less than the following:
 - 1. **General Liability. \$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000** aggregate limit. Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.
 - 2. **Professional Liability Errors and Omissions. \$1,000,000** per claim and in the aggregate.
 - 3. **Automobile Liability. \$1,000,000** combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent), MCS 90, or auto pollution coverage.

4. **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.
 5. **Employer's Liability or "Stop Gap".** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
 6. **Contractor's Pollution Liability.** Contractor's Pollution Liability coverage in the amount of **\$1,000,000** per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the physical injury or destruction of tangible property, loss of use, clean up costs and the loss of use of tangible property that has not been physically injured or destroyed.
- H. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.
- I. The insurance policies required shall contain, or be endorsed to contain, the following provisions:
1. **Liability Policies except Professional Liability & Errors and Omissions and Workers Compensation:**
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.
 - b. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
 - c. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
 - d. The Consultant's Protection and Indemnity (to include Jones Act) policy shall waive rights of subrogation against the County.
- J. Unless otherwise approved by the County, Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
- K. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved in writing by the County.
- L. If at any time any of the foregoing policies fails to meet the minimum standards above, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

VI. EVALUATION AND SELECTION CRITERIA

- A. All Submittals will be evaluated by a Consultant Selection Panel ("Panel"), which will be responsible for ranking of the Proposers. The criteria outlined below will be used in evaluating the Submittals and determining the most qualified Proposer. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate the relative weight or importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored proposer 1st, the second-highest scored proposer 2nd, etc. This ranking will then be totaled. From the ranking, the County intends to select the most qualified Proposer and begin negotiations.
- B. The County may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have a maximum of 50 points. The number of Proposers to participate in interviews, if any, will be determined by the County based on the recommendation of the evaluation. The County may choose to use different criteria for the interview, in which case the finalists will be so notified in writing. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. At County's option, interviews may be held if Consultant teams are closely ranked.

VII. DOCUMENTATION

- A. The prime Proposer shall submit **one (1) original unbound** Submittal and **four (4) bound copies** of the Submittal. The Submittal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope.
- B. Submittal Format Requirements. The Submittal shall comply with the following format requirements:
 - 1. The original and copies of the Submittal shall be indexed with tabs for each section.
 - 2. Submittal shall be limited to a maximum of nine **(9)** pages, including:
 - a. Index;
 - b. Letter of Interest;
 - c. Statement of Qualification Certification;
 - d. Project Examples;
 - e. the Proposal;
 - f. Attachment 3, Work Plan/LOE & Project Schedule;
 - g. All charts, tables, graphics, attachments, and pictures.
 - 3. The **only** documentation not included in the page count is resumes.
 - 4. Submittals that exceed the page limit shall be rejected. However, in limited circumstances the County may waive minor informalities or irregularities provided that the County determines there is no competitive advantage gained as a result of such action. If rejecting proposals that exceed the page count results in only two (2) conforming proposals, the County at its sole discretion will remove pages to bring the non-conforming proposals within the page count limit.

5. Resumes shall not exceed a maximum of two (2) pages. Resumes that exceed the page limit will be removed, in total, from the Submittal and shall not be reviewed or considered during the evaluation.
 6. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics.
 7. Tabs that are used to subdivide and organize the Submittal shall not be considered a page provided the tab has no substantive text or diagrams in the body of the page and text is limited to the tab portion.
 8. Submittal shall be prepared on 8 1/2" by 11" paper except Attachment 3-Work Plan/LOE and Project Schedule, which may be on 11" x 17" paper.
- C. The Submittal shall consist of the following parts:
1. **Letter of Interest.** The Letter of Interest shall contain the following information:
 - a. RFP Title and Number;
 - b. Proposer's name, mailing address, contact person, telephone and fax numbers; and
 - c. Complete list of proposed subconsultants, if any, with their address, contact person and telephone and fax numbers.
 2. **Statement of Qualifications Certification.** An authorized representative of the Proposer shall sign the Certification found in Attachment 2. Special Note: The County has different certifications depending on the requirements of the procurement. Please be certain to use the Certification attached to this RFP.
 3. **Attachment 5 Non-Discrimination and Other Forms.** If there are forms identified in Attachment 5, complete and return those forms with the Submittal.
 4. **Proposal.** The Proposal shall address the evaluation criteria and submittal information identified in Section VIII. Evaluation Criteria and Submittal Information. The Proposal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package on behalf of the proposed team by the prime Proposer.

VIII. EVALUATION CRITERIA AND SUBMITTAL INFORMATION –

A. Specialized Experience and Technical Competence -- 35 Points

1. The County will evaluate the experience, technical competence and qualifications of the Project Team, their project specific roles and responsibilities, and overall organization of the Project Team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity. Desired expertise will include leadership of a multidisciplinary team involved in the design of civil projects in wetland conditions. Local expertise in wetland issues is highly desirable.
2. Preferred Experience levels are as follows:
 - a. Project Manager. The level of experience of the proposed Project Manager shall be evaluated to determine their expertise and experience in managing numerous projects. Preference shall be given to a proposed Project Manager that has experience as the Project Manager on design contracts with estimated construction costs of at least \$5 million dollars. The projects must demonstrate

that the proposed Project Manager was responsible for managing the design services contract, including but not limited to:

- (1) Contract issues;
- (2) Maintaining overall design budget and invoicing;
- (3) Managing task budgets, subconsultants' budgets and changes to scope;
- (4) Monitoring and reporting on budget and schedule;
- (5) Managing and coordinating numerous subconsultants;
- (6) Communicating and coordinating project activities between and among the Owner, consultant team, and numerous stakeholders;
- (7) Coordinating the quality and integration of timely design deliverables;
- (8) Managing the quality control for project deliverables and ensuring superior quality in the deliverables; and
- (9) Being the primary point of contact and communication between the Consultant's team and Owner.

Preference shall also be given to a proposed Project Manager who has experience with the design of transit center and park and ride projects and who has successfully led multidisciplinary teams.

- b. Lead Environmental Planner – The level of experience of the proposed Lead Environmental Planner shall be evaluated to determine their expertise in assessing, analyzing, and providing mitigation strategies for the various environmental issues, but particularly the wetland related issues of this project. Preference shall be given to a proposed Lead Environmental Planner that has experience in this role on projects that have addressed wetland issues such as identification and assessment of wetlands and strategies associated with a project design such as buffers, replacements and relocations. Preference will also be given to those who have experience obtaining permitting through local agencies.
 - c. Lead Civil Design Engineer – The level of experience of the proposed Lead Civil Design Engineer shall be evaluated to determine their experience in transit related projects and the ability to produce quality design documents for successful construction. Preference will be given to a proposed lead civil engineer who has demonstrated success in working on a multidisciplinary team that has successfully integrated project design and environmental concerns, particularly related to wetland issues.
 - d. Other Key Personnel. All other proposed Key Personnel should have experience working in the positions for which they are proposed for this Project, with similar responsibilities, on a minimum of two (2) projects.
3. Submittal Information:
- a. Resumes. Provide resumes for all Key Personnel, in alphabetical order by the last name. Resumes shall, at a minimum, include the following information:
 - (1) Name of Person & title;
 - (2) Firm name & number of years employed by Firm;

- (3) Number of years of experience in profession;
 - (4) Education (college degree & year);
 - (5) Professional registrations and licenses (type/state/year);
 - (6) Description of projects demonstrating how the proposed Key Personnel meets the minimum experience requirements;
 - (7) Indicate whether the projects demonstrate the key personnel's experience in the following: project management, wetlands and environmental issues, transit project design, and involvement of multiple regulatory agencies; and
 - (8) Name of the project(s) and completion date, the owner's name and telephone number, the name and telephone number of the owner's project manager or other person who can verify the experience of the proposed Key Personnel for their roles and responsibilities on those identified projects. The Proposer is responsible for ensuring that the contact information is correct.
- b. Describe in a short narrative highlights of the project team members' relevant experience and technical competence in the following areas:
 - (1) Project Management;
 - (2) Environmental Issues, particularly wetlands;
 - (3) Transit project design; and
 - (4) Success in delivery of quality design plans, specifications and estimates
 - c. Organizational Chart. Provide an organizational chart with the proposed team, including the project manager and other key staff identified by name, title, firm and project responsibilities.

B. Work Plan/Level of Effort (LOE) & Project Schedule – 25 Points

- 1. The County will evaluate the proposed Work Plan/Level of Effort (LOE) and Project Schedule to determine the Proposer's understanding of the scope of work, allocation of skilled personnel to specified tasks, appropriate utilization of subconsultants and Small Economically Disadvantaged Businesses (SEDB), and overall project approach.
 - a. The Work Plan/LOE is an opportunity for the Proposer to demonstrate their understanding of scope and to propose ideas for the Project. Be certain to identify any proposed changes to the scope by adding or subtracting tasks.
 - b. The Work Plan/LOE is also an opportunity to demonstrate appropriate division of work to promote participation of SEDB firms in this Project. Be certain to consider balancing the division of work between an appropriate number of individuals and firms.
- 2. Submittal Information:
 - a. Work Plan/LOE. Based on the Scope of work established in the RFP, submit a Work Plan/LOE by discipline for each task and subtask identified on Attachment 3.
 - (1) The Work Plan/LOE shall be in the same format as the Work Plan/LOE shown in Attachment 3. Proposers must use the electronic version of the Work Plan/LOE to generate the hardcopy. The electronic file link is located

on the County's website immediately below the RFP document file link. If you are not able to download the electronic version please contact Christy Trautman, Contract Specialist at (206)-684-1862, TTY Relay: 711. NOTE: Use only the Input Worksheet in the Work Plan/LOE. Other worksheets in the electronic Work Plan/LOE workbook provided with this RFP, including those for ODCs and wage escalation, are not required for the purposes of this RFP and have been hidden. Do not attempt to unhide and use them at this time. These worksheets will be used during the negotiation phase.

- (2) Add or subtract tasks or subtasks to/from the Work Plan/LOE in accordance with your understanding of the scope of work for this project, and as necessary to demonstrate your ideas for an approach to the project you believe would be helpful to it. Use the separate narrative requested below to explain your additions or subtractions, if any. Do not add narrative to the Work Plan/LOE spreadsheet.
 - (3) Discuss in a narrative any elements of the Work Plan/LOE and Project Schedule that may require clarification or emphasis, including any proposed changes to the scope.
 - (4) Be certain to identify the names of the personnel associated with each discipline.
- b. Project Schedule. Submit a proposed Project Schedule at the task level consistent with the RFP Scope of Work and the Proposer's Work Plan/LOE.
- (1) The proposed Project Schedule should identify task durations, predecessors, constraints, linkages, deliverables, County review, review by others, milestones, completion dates, and other critical dates.
 - (2) The Project Schedule shall be on a one (1) page table on 11" x 17" paper. An example Project Schedule can be found in Attachment 3 of this RFP.

C. Record of Past Performance & Project Examples –

30 Points

1. The County will evaluate the Project team's record of performance on contracts with government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, and other managerial considerations.
2. The County will evaluate the Project Examples to evaluate the Proposer's experience with similar projects and the amount of involvement the Project Team members had with the Project Examples. The Project Examples should demonstrate the Project Team members experience with following characteristics:
 - a. Park and ride lot projects.
 - b. Transit center projects.
 - c. Projects that have involved performing a wetland assessment covering several acres.
 - d. Design of wetland replacement areas.
 - e. Coordination and permitting for projects involving wetlands and wetland replacement.
 - f. Projects where the civil design efforts were integrated with wetland issues.

- g. Projects on which the consultant was responsible for providing engineering services (responses to RFIs, change orders, field orders, etc.) during construction.
 - h. Projects on which the consultant was responsible for cost estimates and construction scheduling.
 - i. Projects on which the consultant was responsible for providing geotechnical, right-of-way, SEPA and permitting support.
3. Submittal Information:
- a. A brief narrative description of the team's record of performance on past projects. Discuss such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness and other managerial considerations.
 - b. Project Examples. Submit a maximum of five (5) project examples. Construction must be completed on all project examples and the facilities should be in full operation.
 - (1) For each Project Example, identify the Personnel included in Attachment 3 "Work Plan/LOE".
 - (2) For each Project Example, identify the Project name and location and list the characteristics of the project example that are also characteristic of the work proposed for this contract, the owner's name and telephone number, the name and telephone number of the owner's project manager or other person who can verify the project characteristics of the submitted project example. The Proposer is responsible for ensuring that the contact information is correct.
 - (3) For each Project Example, identify the initial contract price, the final (inclusive of all contract modifications) contract price, the initial date scheduled for 100% design completion, the actual 100% design completion.
 - (4) For each Project Example, specify the Proposer's role as a Prime Consultant, Subconsultant, or Other. Provide the names and titles of the firms' personnel on the project with a description of their project responsibility. Place an asterisk (*) by the name of each person who will be assigned to this project.

D. Utilization of SEDB Firms -

10 points

- 1. The County will evaluate:
 - a. The percentage of participation of SEDB firms. The percentage of participation will be evaluated on a sliding scale. Proposers that meet the 15% SEDB goal will be eligible to receive the maximum point allocation for this sub-criterion.
 - b. The Prime's outreach program and participation by SEDB firms in the overall workload of the Prime (work on non-County projects).
- 2. Submittal Information:
 - a. The percentage of participation of SEDB firms for this contract. Include the firm's name and work discipline to be performed on this Project.
 - b. Discuss the Prime's outreach program. For example, describe activities the Prime takes to locate SEDB firms and to evaluate the opportunities available to work with SEDB firms on this contract.

E. Interviews --

50 Points possible

1. The County may or may not conduct interviews. If the County determines that interviews are necessary, the County will conduct interviews with the short listed Proposers (finalists).
2. Proposers will be notified in writing of the request and provided the date, place, and time of the interview. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. The County may choose to use different criteria for the interview, in which case the Finalists will be so notified in writing.
3. Failure to participate in the interview process shall result in a Proposer's disqualification from further consideration.

* * * * *

ATTACHMENT 1 - SCOPE OF WORK

ATTACHMENT 1

SCOPE OF WORK

Brickyard Park and Ride Lot Expansion Final Design

RFP # E00042E06

I. INFORMATION PROVIDED BY KING COUNTY

At a minimum, the following information will be provided by the County to the Consultant for use in executing the work under this contract.

- 1) Prior design work for the project terminated in the mid 1990's.
- 2) Base map of the property in AutoCAD 2005 format.
- 3) Metro Transportation Facility Guidelines.
- 4) Design standards and agency required documents, which consist of transit design standards and details, such as cement concrete for transit roadways, bus zones and asphalt pavement for vehicle roadways, passenger standards, comfort station standards, etc. We recommend AutoTURN for turning parameters.
- 5) Other information that may be pertinent to the final design of the facility such as design standards, technical specifications, general contract conditions of the County's standard construction general terms and conditions.

II. FORMAT OF DELIVERABLES

1. **30% TO 90% Plans** – All progress plans for the 30% and 60% submittals shall be in 11"x17" format. The plans for the 90% and beyond shall be in 22"x34" format as specified by King County Metro Transit. Deliverables shall be in hard copy and electronic format. Occasionally, the Project Manager may request electronic files. Electronic files shall be in AUTOCAD Version 2005 or later format. Conversion from another format into AUTOCAD is **not** acceptable. They shall be stored on either CD-ROMs or sent via e-mail. Drawing files transmitted via e-mail to an approved Internet e-mail shall be individually compressed before shipping. E-mail attachments shall not exceed 1.5Mb in size.
2. **Final Plans** – shall be in both hard copy (22"x34" format) and electronic formats. Hard copies shall be stamped and sealed by a project architect or engineer licensed in the State of Washington. Electronic format shall be provided on CD-ROMs using AUTOCAD 2005 Version or later drawing format. Conversion from another format into AUTOCAD is **not** acceptable. A drawing file list shall be provided for all plans as well as a drawing file matrix indicating all x-reference files and paths. Consultant shall use AUTOCAD's "PACK-and-GO" function in submitting all electronic CAD files to include all x-refs, fonts and pertinent files. Drawings shall be prepared in accordance with Metro's CAD standards.

3. **Technical Specifications** – shall be in the Construction Specification Institute (CSI) format and shall include the technical specification and Division 1 (project general requirements) specifications. Division 0 (General Conditions) will be prepared by King County Metro Transit Design and Construction staff. King County standard specifications for road, bridge and municipal construction shall be incorporated in the overall contract specification to cover paving, traffic signals, street lighting, curbs, gutters and sidewalks, utility adjustments and other work associated with public right of way. Specifications shall be presented to the County in Microsoft Word format on a CD-ROM.
4. **Cost Estimates** – shall be in CSI format in tabular form, consisting of the item, unit prices, quantities, extended costs, assumptions and other pertinent information used in preparing the cost estimate for this project. Unit prices should include contractor overhead, profit, sales tax as appropriate, and be projected to the year of construction. Cost estimates shall be presented to the County on hard copy and electronically in Microsoft Excel format on a CD-ROM.

III. SERVICES TO BE PROVIDED BY THE CONSULTANT

The Consultant will provide the necessary labor, materials and equipment required to meet the objectives of each individual task. Final design shall include the detailed architectural and engineering design, preparation of plans, specifications, cost estimates and bidding assistance for the project.

The following is a description of the specific tasks and subtasks to be performed, and deliverables to be provided by the Consultant for the final design of the project. Deliverables are identified in ***bolded italics***.

TASK 100 - Project Management

1. Preparation of a project management plan to include a detailed ***project schedule***, identification of ***project team and organizational structure, scope of services*** and invoicing procedures.
2. Administration of work, and preparation of ***monthly status reports***. Monthly reports shall compare work accomplished to planned schedule, compare expenditures to track budgets and provide support documentation for the invoices.
3. Continuous monitoring of in-house and sub-consultant work for the adherence to scope, schedule, budget and quality of design, drawings, specifications and cost estimates.
4. Ensuring availability of staff for adherence to schedule and quick response to issues.
5. Coordination and supervision of all sub-consultants.
6. Project kick-off meeting shall include a meeting with King County, other parties as designated at the time by the County, and the consultant team to confirm schedule requirements, review the previous designs, discuss project issues and

constraints, review and identify King County design criteria, and identify other design or regulatory constraints and issues. The consultant will prepare a **meeting summary** of this meeting.

7. Progress Meetings – shall include biweekly meetings and milestone review meetings with King County project staff and appropriate members of the consultant team to discuss progress of the design and resolve project issues. **Meeting summaries** will be prepared by the consultant.
8. Open House Meetings – King County staff will coordinate any public involvement efforts for the project. Consultant staff will be responsible for attending any meetings as well as preparing **project displays** for these events.

Potential Deliverables:

- Project Schedule
- Project team and organizational structure
- Scope of services
- Monthly status reports
- Meeting summaries
- Project displays

TASK 200 – Data Collection and Base Mapping

1. Data Collection and Review – Consultant shall gather and summarize existing reference information including but not limited to ADA regulations, King County and other regulatory/permitting agencies requirements, prior studies and environmental reports for area projects, specifications, design standards and details and design criteria. The consultant will also make a site visit and video and /or make photos of the site and its various features for design reference. A brief summary **Technical Memo** will be prepared
2. Consultant shall review existing plans, as-builts and other data to delineate a basemap for the project. Consultant shall perform field surveys to verify and update information to provide a current basemap for the project in AutoCAD 2005 format. Surveys may also extend off the project site to include adjacent streets, intersections etc. Upon completion a **paper and electronic copy** of the basemap will be prepared by the consultant.
3. Consultant shall review the existing facility for energy usage and prepare a brief **Technical Memo** documenting the findings to be used in assessing future energy calculations to meet King County's Energy Plan.

Potential Deliverables:

- Data collection technical memo
- Basemap – paper and electronic copies
- Energy plan review technical memo

TASK 300 Environmental Noise and Air and Biological Assessment

SUBTASK 301 - Noise Assessment

1. Consultant shall gather all existing code and other requirements from King County Department of Development and Environmental Services (KC DDES) and other various agencies related to the noise assessment for the project.
2. Consultant will perform measuring and modeling related to noise quality at the site. Consultant will base the required noise modeling, if required, on the results of the traffic analysis (Task 400). If any mitigation is required the consultant will discuss up to three mitigating strategies and provide a recommendation.
3. All of the above information shall be documented in a ***draft noise assessment report***.
4. Upon completion of the review by the County and others designated by the County the ***final noise assessment report*** will be prepared that respond to comments on the draft reports.

Potential Deliverables:

- Draft and final noise assessment reports

SUBTASK 302 - Air Quality Assessment

1. Consultant shall gather all existing code and other requirements from KC DDES, Puget Sound Clean Air Agency, the Department of Ecology and other various agencies related to the air quality assessment for the project.
2. Consultant will perform measuring and modeling related to air quality at the site. Consultant will base the required air quality modeling, if required, on the results of the traffic analysis (Task 400). If any mitigation is required the consultant will discuss up to three mitigating strategies and provide a recommendation.
3. All of the above information shall be documented in a ***draft air quality assessment report***.
4. Upon completion of the review by the County and others designated by the County the ***final air quality assessment report*** will be prepared that respond to comments on the draft reports.

Potential Deliverables:

- Draft and final air quality assessment reports

SUBTASK 303 - Biological Assessment

1. Consultant shall gather all existing code and other requirements from KC DDES, State Fish and Wildlife Agency and other various agencies related to the threatened and endangered species for the project.
2. Consultant will complete a biological assessment and will analyze for potential impacts to threatened or endangered species. If required, the consultant will recommend mitigation strategies based on the preferred alternative.

3. All of the above information shall be documented in a ***draft biological assessment report***.
4. Upon completion of the review by the County and others designated by the County the ***final biological assessment report*** will be prepared that respond to comments on the draft reports.

Potential Deliverables:

- Draft and final biological assessment reports

TASK 400 - Traffic Analyses

1. The consultant will collect and review existing and projected traffic data for the project area.
2. The consultant will collect any additional traffic data for analysis.
3. The consultant will perform a traffic analysis for the ingress and egress points of the preferred alternative.
4. The consultant will recommend any modifications, cautions and any required traffic signalization, signage etc.
5. All of the above information shall be documented in a draft ***Technical Traffic Report***.
6. Upon completion of the review by the County and others designated by the county a final ***Technical Traffic Report*** will be prepared.

Potential Deliverables:

- Draft and final Technical Traffic reports

TASK 500 - Wetland Delineation and Survey

1. Consultant experts in the field of wetlands shall review the site for wetland conditions and delineate the wetland areas on the site. A similar effort was performed in 2003 and this information will be available to the consultant for information purposes.
2. Once the wetland experts have delineated the site conditions they will coordinate with the County, the Army Corps of Engineers, KC DDES, and WSDOT representatives to verify the information for accuracy.
3. Once the wetland delineation work is complete and approved the field survey team will come to the site and tie the wetland locations to the basemap.
4. The consultant will prepare a draft ***Technical Memo*** of their wetland survey and supporting data. The report will also include recommendations (based on current regulations) to the design team and coordination with the development of the preferred alternative.
5. Upon completion of the review by the County and others designated by the County a final ***Technical Memo*** report will be prepared.
6. The consultant staff will continue to coordinate with the design team through the design process to ensure that the design is coordinated with the wetlands and to assist in the design of any wetland mitigation and/or possible wetland replacement activities.

7. The consultant will also provide assistance to the County and design team as requested in meetings with various agencies during the design, permit and construction process.

Potential Deliverables:

- Basemap with wetlands delineated – paper and electronic copies
- Draft and final Wetlands Technical Memo

TASK 600 - Geotechnical Investigations

1. Consultant will perform geotechnical borings suitable for evaluating the subsurface conditions at the site. The location of these borings will be determined jointly with the County. Approximately 15 to 20 borings are expected at a depth of 10-50 feet.
2. Standpipe piezometers will be installed in a select number of the locations to ascertain the site groundwater levels, and well covers will be placed at these locations for further monitoring.
3. Drilling and test pit soil samples will be evaluated by a laboratory for further classification and testing. Consultant shall measure the moisture content of all the samples and conduct sieve analysis tests on up to 8 of the samples to assess the suitability of the soil for use as structural fill.
4. Consultant will also conduct up to 8 California Bearing Ratio (CBR) tests from composite samples of the subgrade.
5. The analysis and geotechnical report preparation will follow the field explorations and laboratory testing. The analysis will include assessment of suitable retaining wall options along the east side of the site, possible “terraces” within the site, and design of pavement sections. Pavement analysis will be conducted for the design of concrete and asphalt pavements in the driveways and parking areas. The geotechnical report will include the background information as well as discussion and recommendations with respect to the following:
 - Soil and groundwater conditions and general impact on the design of the proposed park-and-ride expansion, including wetland considerations.
 - Site preparation and utility trenching.
 - Fill material selection, including suitability of on-site materials for use as fill.
 - Lateral earth pressures for retaining wall design.
 - Concrete and asphalt pavement design.
6. The consultant shall prepare a draft ***Geotechnical Report*** detailing their field work and analysis recommendations with respect to the preferred alternative.
7. Following review by the County and their designees the consultant shall prepare a final ***Geotechnical Report***.

Potential Deliverables:

- Draft and final Geotechnical reports

TASK 700 - Development of the Preferred Alternative

1. The consultant shall work with the design team to develop up to 5 design alternatives for the project to include up to 200 parking spaces, a comfort station area, loop road

for coaches, layover area, pedestrian connections for customers to the bus zones and vehicle connections between the existing park-and-ride area and the expansion.

2. Consultant will participate in a series of meetings with County staff and others to review the alternatives. The consultant will gather input during these meetings (up to 5 meetings) and will use this information in their evaluation criteria. The alternatives will be evaluated based on input from team members at the meetings. To supplement this information the consultant will also provide an evaluation of each alternative to ensure basic concepts are met. These include:
 - Turning radius criteria for all coach sizes are met
 - Facility meets design needs (number of parking spaces, layover, etc)
 - Layout is logical and accessible (meets ADA requirements)
 - Meets general CEPTED criteria
 - Ingress/egress to Juanita Woodinville Way NE is accommodated
3. Consultant will prepare a draft **Alternatives Analysis Technical Memo** accompanied by scaled drawings of the alternatives that document the development of the alternatives and discuss and evaluate the criteria described above. The draft memo will also include a preliminary recommendation of the preferred alternative.
4. The Consultant will participate in team meetings to discuss their findings in the draft **Alternatives Analysis Technical Memo**.
5. Once the preferred alternative has been selected the consultant will coordinate with the County to lay out the alternative full scale at Metro's Training Facility and will participate in a simulation of driving the facility. The consultant will coordinate to make modifications to the alternative to ensure optimal operations.
6. Upon a decision by the County's project team confirming the preferred alternative and after the driving simulation the consultant will finalize **the Alternatives Analysis Technical Memo**.

Potential Deliverables:

- Draft and Final Alternatives Analysis Technical Memo

TASK 800 - Preliminary Design Submittal (30% Complete)

Consultant will assemble the data and information for the development of the Preliminary Design Submittal which may include but is not limited to the following:

1. **Preliminary Plans** – shall include existing topographic plan; site layout plan reflecting the preferred alternative, paving plan, grading plan, drainage improvement plan, utility plan, signal plans, landscape plan (including plant list and irrigation design), and construction phasing. This plan will also include location and considerations for the comfort station, which will reflect a standard design.
2. **Wetland Considerations** – Plans will include the design for restoring the wetland on the site that was previously filled. Design will also include accommodation of existing wetlands that may be located in the project area. Design may include leaving the wetlands in place or it may include relocating them either to another location on site or coordinating with other agencies such as WSDOT to relocate them off site.
3. **Security Review & Assessment** – Consultant will review the preferred alternative and assess alternative security measures for the project, and will coordinate with

Metro's in-house security staff in the preparation of this document. The Consultant will provide security recommendations for the project that include both passive and active recommendations.

4. **Contact List** – shall include the firm/agency name, person's name and telephone number of the contact person from each agency that has potential involvement in the permit phase or that has provided design guidelines to date.
5. Preliminary Design Review – shall consist of a five-week period for King County and other stakeholders' review and comment.
6. Permit Application Information Gathering – The Consultant shall also make inquiry to the appropriate jurisdictions, for permit requirements and submittal formats. Plans and project documents shall be prepared in a manner to expedite permit applications. King County will make application for all permits.
7. **Master Use Plan Submittal** – if a 30% Master Use Plan Submittal is required for the project, the consultant will need to find out the requirements and provide the County with the materials for submittal.
8. **Preliminary Cost Estimate** – Consultant will prepare a preliminary cost estimate for submittal with the plans.
9. Participation in a Focused Value Engineering Process- King County may elect to take the project thru a Focused Value Engineering Process in which the consultant team will be asked to present the project and participate in the process.

Potential Deliverables:

- Preliminary Plans including Wetland Considerations
- Security Review and Assessment
- Contact List
- Master Use Plan Submittal documents
- Preliminary Cost Estimate

TASK 900 - Progress Submittal (60% Complete)

Preparation of the Progress Submittal shall reflect incorporation of the Preliminary Design Submittal review comments and may include, but shall not be limited to the following:

1. **Progress Plans** – shall include all plans required as part of the Preliminary Design Submittal and, in addition, shall include demolition plans, including hazardous material removal (if required), roadway cross sections, temporary erosion control plan, irrigation plan, electrical plan, signing and striping plans, traffic signal plans, security plans, buildings (comfort station) structural elements and details, landscape details, irrigation details, electrical details for any major project elements such as traffic signal modifications, site power supply, and security and lighting systems.
2. **Progress Specifications** – shall include a listing of all specifications sections expected to be part of the final construction contract documents and draft specification sections for all major construction elements, including but not limited to, earthwork, asphalt concrete paving, cement concrete paving, water supply system, storm water system, sanitary sewer system, irrigation system, landscaping, building structures, mechanical, electrical, security and traffic signal systems, and shall clearly identify the specific items requiring the County's review and approval, such as

types of electrical fixtures to be used, pavement materials, types of irrigation equipment, etc.

3. **Progress Cost Estimate** – shall be an itemized cost estimate identifying unit prices, quantities, and extended prices.
4. **Preliminary Drainage Report** – shall include description of pre-existing conditions, drainage calculations, and recommended drainage collection revisions, modifications, detention and treatment systems, etc., as required for the facility.
5. **Preliminary Pavement Calculations** – shall include all data used in the pavement calculations and analysis.
6. **Preliminary Structural Calculations** – shall include all data, criteria, and calculations used in the design.
7. **Preliminary Lighting Calculations** – shall include lighting criteria, lighting data for equipment, and lighting calculations and foot-candle plan including the photometric plan.
8. **Preliminary Irrigation Calculation** – shall include actual pressures for existing lines, flow rates for equipment and irrigation distribution calculations.
9. **Preliminary Energy Calculations** – shall include energy calculations for any structures located at the site in compliance with the King County Energy Plan.
10. Progress Submittal Review – shall consist of a five week period for King County staff to review and comment.
11. Participation in a Focused Value Engineering Process- King County may elect to take the project thru a Focused Value Engineering Process , in which the consultant team will be asked to present the project and participate in the process.

Potential Deliverables:

- Progress Plans (60%)
- Progress specifications
- Progress cost estimate
- Preliminary drainage report
- Preliminary pavement calculations
- Preliminary structural calculations
- Preliminary lighting calculations
- Preliminary irrigation calculations
- Preliminary energy calculations

TASK 1000 - Draft Complete Design Submittal (90% Complete)

Preparation of the Complete Design Submittal shall reflect incorporation of the Progress Submittal Review comments and may include, but shall not be limited to the following:

1. **Complete Draft Plans** – shall include all plans necessary for complete design of the park-and-ride lot facility, shall include all plans required as part of the Progress Submittal and, in addition, shall include cover sheets identifying drawing index, vicinity maps, and location maps, civil details, drainage and utility details, landscaping details, signing and striping details; architectural details of comfort stations (restrooms), electrical details, security details, retaining wall details, and any other plans or details necessary for the complete design. All plan views, elevations,

cross sections, profiles, and details necessary for construction of the facility shall be included in this submittal.

2. **Complete Draft Specifications** – shall include all sections for complete construction documents. All specification sections necessary for construction of the transit center facility shall be included in this submittal.
3. **Draft Final Drainage Report** – shall include description of pre-existing conditions, drainage calculations, and recommended drainage collection revisions, modifications, detention and treatment systems, etc., as required for the facility.
4. **Draft Final Pavement Calculations** – shall include all data used in the pavement calculations and analysis.
5. **Draft Final Structural Calculations** – shall include all data, criteria, and calculations used in the design.
6. **Draft Final Lighting Calculations** – shall include lighting criteria, lighting data for equipment, and lighting calculations and foot-candle plan including the photometric plan.
7. **Draft Final Irrigation Calculation** – shall include actual pressures for existing lines, flow rates for equipment, and irrigation distribution calculations.
8. **Draft Complete Cost Estimate** – shall be revised to reflect changes in the design and market conditions.
9. **Draft Permit Reports** – shall include all report and calculations as required for permit submittal.
10. **Draft Final Energy Calculations** – shall include energy calculations for any structures located at the site in compliance with the King County Energy Plan.
11. **Complete Design Submittal Review** – shall consist of five week period for the County and other stakeholders review and comment.

Potential Deliverables:

- Complete draft plans (90%)
- Complete draft specifications
- Draft final drainage report
- Draft final pavement calculations
- Draft final structural calculations
- Draft final lighting calculations
- Draft final irrigation calculations
- Draft complete cost estimate
- Draft permit reports
- Draft final energy calculations

TASK 1100 - Complete Design Submittal (95% Complete)

Preparation of the Complete Design Submittal shall reflect incorporation of the Draft Complete Submittal Review comments and may include, but shall not be limited to the following:

1. **Complete Plans** – shall include all plans necessary for complete design of the park-and-ride lot facility, and shall include all plans required as part of the Draft Complete

Submittal and, in addition, shall include cover sheets identifying drawing index, vicinity maps, and location maps; civil details, drainage and utility details, landscaping details, signing and striping details, architectural details of comfort stations (restrooms), electrical details, security details, retaining wall details, and any other plans or details necessary for the complete design. All plan views, elevations, cross sections, profiles, and details necessary for construction of the facility shall be included in this submittal.

2. **Complete Specifications** – shall include all sections for complete construction documents. All specification sections necessary for construction of the transit center facility shall be included in this submittal.
3. **Final Drainage Report** – shall include description of pre-existing conditions, drainage calculations, and recommended drainage collection revisions, modifications, detention and treatment systems, etc., as required for the facility.
4. **Final Pavement Calculations** – shall include all data used in the pavement calculations and analysis.
5. **Final Structural Calculations** – shall include all data, criteria, and calculations used in the design.
6. **Final Lighting Calculations** – shall include lighting criteria, lighting data for equipment, and lighting calculations and foot-candle plan including the photometric plan.
7. **Final Irrigation Calculations** – shall include actual pressures for existing lines, flow rates for equipment and irrigation distribution calculations.
8. **Complete Cost Estimate** – shall be revised to reflect changes in the design and market conditions.
9. **Permit Reports** – shall include all report and calculations as required for permit submittal.
10. **Final Energy Calculations** – shall include energy calculations for any structures located at the site in compliance with the King County Energy Plan.
11. Complete Design Submittal Review – shall consist of a five week period for the County, and other stakeholders review and comment.

Potential Deliverables:

- Complete Plans (95%)
- Complete specifications
- Final drainage report
- Final pavement calculations
- Final structural calculations
- Final lighting calculations
- Final irrigation calculations
- Complete cost estimate
- Permit reports
- Final energy calculations

TASK 1200 - Permit Submittal

Preparation of the Permit Submittal shall reflect incorporation of the Completed Design Submittal review comments and may include, but shall not be limited to the following:

1. **Permit Plans** – shall include all plans required as part of the Completed Design Submittal, revised as required, and any other drawings or plans required by the permitting agency as part of a submittal of application for permits.
2. **Permit Specifications** – shall include all specification sections required as part of the Completed Design Submittal review, revised as required.
3. **Permit Reports** – shall include all report and calculations required as part of the Completed Design Submittal review, revised as required.
4. Permit Submittal Review – shall consist of an as yet unknown period of time for the various review agencies' staff review and comment.

Potential Deliverables:

- Permit plans
- Permit specifications
- Permit reports

TASK 1300 - Final Submittal (Bid Documents)

Preparation of the Final Submittal shall reflect incorporation of the permit comments and may include, but shall not be limited to:

1. **Final Plans** – shall include all plans required as part of the Permit Submittal, revised as required.
2. **Final Specifications** – shall include all specification sections required as part of the Permit Submittal, revised as required.
3. **Final Cost Estimates** – shall include the cost estimate required as part of the Complete Design Submittal, revised to reflect any changes in the design of the project or market conditions, if appropriate.

Potential Deliverables:

- Final plans
- Final specifications
- Final cost estimates

TASK 1400 - Contract Bidding Services

Contract bidding services may include, but shall not be limited to the following:

1. Respond to questions from construction contract bidders, as requested.
2. Attend construction pre-bid meeting and site visitation, if requested.
3. Attend construction contract bid opening, if requested.
4. Evaluate construction contract bids, as requested.
5. Prepare addenda and additions to drawings, as needed.

Potential Deliverables:

- Meeting minutes and technical memos as required for any of the activities above.

TASK 1500 – Construction Period Services

Construction Period Services to be provided as needed and requested. Request may include such items as review of submittals, attendance at meetings and some site visits for coordination.

Potential Deliverables:

- Meeting minutes and technical memos as required for any of the activities above.

PROPOSED SCHEDULE:

Notice to Proceed issued approximately January 2007

Pre-Design	May 2007 – November 2007
Final Design & Permitting	November 2007 – December 2008
Construction	January 2009 – December 2009

ATTACHMENT 2 - STATEMENT OF QUALIFICATIONS FORM

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is authorized to execute this certification on behalf of the Proposer and certifies on the Proposer's behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Proposer has the financial capability to perform the work which is the subject of this solicitation. The Proposer further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the Proposer agrees to be bound by the same.

The Proposer's Small Economically Disadvantaged Business (SEDB) utilization as set forth in the submittal constitutes the Proposer's commitment, if awarded this contract by the County, to use certified and qualified SEDBs.

The Proposer designates

(name)

(title)

(phone number)

as the person charged with carrying out and reporting the Proposer's voluntary efforts to use SEDBs.

The Proposer affirms that it has elected to participate in the voluntary efforts set forth in the solicitation for this contract to provide SEDBs equitable opportunity to participate in the performance of the work, and that all documentation included herein is true and correct.

Proposer_____

Signature_____

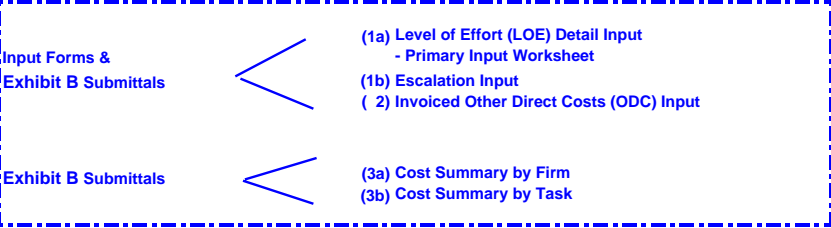
Title_____

Date_____

ATTACHMENT 3 - WORKPLAN / LOE & PROJECT SCHEDULE

A&E and PROFESSIONAL SERVICES LEVEL OF EFFORT SUBMITTALS & REVIEWS

MAY CONTAIN UP TO SEVEN (7) WORKSHEETS:



Optional Worksheet (4) Lump Sum ODC Calculation

Used after contract signing for cost management. (5) Escalation Pool Management

To use Workbook, enable macros using Tools/Macros/Security/Medium. The macros (to add, delete, hide, etc.) are in the KC Menu in left corner of each spreadsheet.

Keep this Workbook intact. Copying a single worksheet to a different workbook will eliminate the embedded references and formulas.

Do not use the words "total" or "subtotal" in any entry.

Colored cells are for input of data. These cells are not to be used.

White cells contain formulas to total data; do not enter data into the white cells.

Only enter information related to this RFP. contract or amendment.

If you have questions or comments about this Workbook, call the Procurement & Contracts Services Section (PCSS) at 206-684-1862.

CONTRACTING PROCESS

The Excel LOE Review Workbook is used from the Request for Proposals (RFP) process through the contracting and amendment negotiation processes.

During the RFP process: The Level of Effort (LOE) Detail Input Worksheet is included in the RFP document; however, for A&E contracts, cost information can not be requested until a Notice of Selection is issued. In all RFPs for Architectural & Engineering (A&E) services, the cells pertaining to cost should be "hidden". For professional services contracts only, cost information may be requested as a part of the RFP process.

The Consultant provides the labor data on the Exhibit B - LOE Detail Input worksheet provided in the RFP packet.

At initiation of negotiations:

- (1) The Consultant provides cost information, specific to the work being negotiated using the following worksheets in this Workbook:
 - (a) the LOE Detail - Primary Input Worksheet;
 - (b) the ODC Detail Worksheet; and,
 - (c) the Cost Summary by Firm worksheet.If the contract's duration is greater than 12 months, the Consultant also provides data on the Multi-year Labor Escalation Worksheet.
- (2) The Project Representative (PR):
 - (a) begins negotiating SOW, LOE (budget) & schedule with the Consultant; and,
 - (d) sends the following information to the Contract Specialist:
 - an electronic copy of the Excel LOE Review Workbooks;
 - an electronic copy of the Scope of Work (SOW) document
 - a copy of the schedule.If the total price of the contract is over \$2 million, the PR also sends the information to the Department of Finance Project Control Officer (PCO).
 - (c) If this is a contract amendment, it is recommended that the PR complete the Project's Financial Overview Worksheet and send it to the PCO.
- (3) The PCO:
 - (a) reviews, analyzes, comments & makes recommendations re SOW, LOE (budget) & schedule.
 - (b) returns the LOE Review Workbooks to the PR.

During the iterative negotiation process:

- (4) The PR negotiates with the Consultant & works with the Contract Specialist and/or PCO, on the SOW, schedule and LOE (budget).
- (5) Any issues with the SOW or LOE (budget) should be resolved between the PR & the Contract Specialist and/or PCO.
- (6) The PR sends to the Contract Specialist and the PCO an electronic copy of the final:
 - (a) Exhibit A (the SOW),
 - (b) Exhibit B (the Cost Summary & Worksheets)
 - (c) Exhibit C (the schedule), and
 - (d) the Contract Authorization Memo; and/or
 - (e) the Amendment Justification Form.

Project Title:

Brickyard Park - and - Ride Lot Expansion Final Design

Contract #:

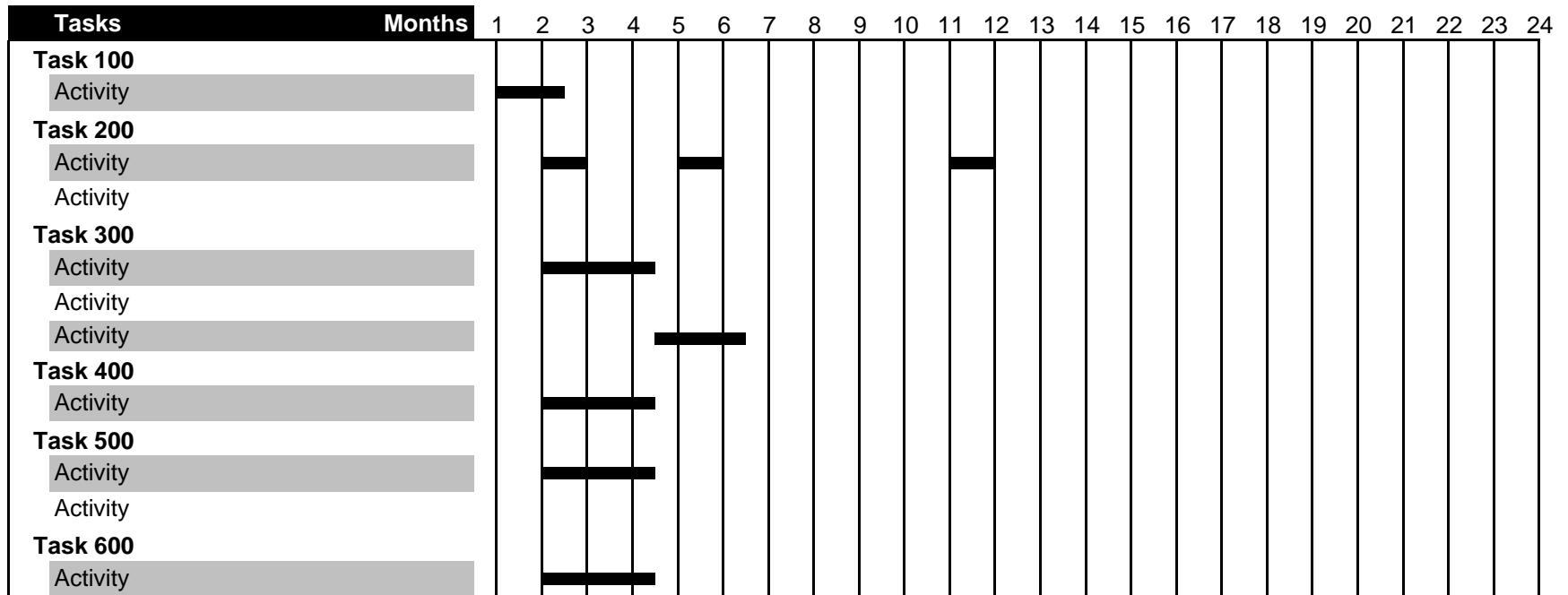
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Amendment #:

Indicate, at the end of the firm's name - on row 5, if the firm is a (M)inority Business Enterprise, (W)omens Business Enterprise, (S)mall Economically Disadvantaged Business Enterprise, or a (D)isadvantaged Business Enterprise

		PHASES / TASKS / SUBTASKS			FIRMS & STAFF		PRIME's Name		Principal	Proj. Mgr.	Engineer	Specialist	Other	SUB #1's Name		Project Manager	Name Lead Engineer	Specialist	Engineer	SUB #2's Name		Project Manager	Specialist	Engineer	SUB #3's Name		Project Manager	Specialist	Engineer	
Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES			% of Total Labor Hours	Total Hours All Firms	Prime's Total Labor Hours	Name (professional staff only)	Name	Name	Name	Name	Name	SUB #1's Total Labor Hours	Name (professional staff only)	Name	Name	Name	Name	SUB #2's Total Labor Hours	Name (professional staff only)	Name	Name	Name	SUB #3's Total Labor Hours	Name (professional staff only)	Name	Name	Name	
100		Project Management																												
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200		Data Collection and Base Mapping																												
		Data Collection Technical Memo			0%	0	0							0						0					0					
		Basemap			0%	0	0							0						0					0					
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400		Traffic Analyses																												
		Draft & Final Technical Traffic Reports			0%	0	0							0						0					0					
		Subtotal			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
500		Wetland Delineation & Survey																												
		Draft & Final Wetlands Technical Memo			0%	0	0							0						0					0					
		Basemap with Wetlands Delineated			0%	0	0							0						0					0					
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600		Geotechnical Investigations																												
		Draft & Final Geotechnical Reports			0%	0	0							0						0					0					
		Subtotal			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
700		Development of the Preferred Alternative																												
		Draft and Final Alternative Analysis Technical Memo			0%	0	0							0						0					0					
		Subtotal			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
800		Preliminary Design Submittal																												
		30% Documents			0%	0	0							0						0					0					
		Subtotal			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
900		Progress Submittal																												
		60% Documents			0%	0	0							0						0					0					
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1100		Complete Design Submittal																												
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1200		Permit Submittal																												
		Permit Plans, Specifications & Reports			0%	0	0							0						0					0					
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		TOTAL			0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Reflects total hours. Does not reflect the Total Price.																												

Example Project Schedule



ATTACHMENT 4 - NOT USED

ATTACHMENT 5 - NON-DISCRIMINATION AND CONSULTANT DISCLOSURE FORMS

There are no Attachment 5 forms that must be provided with the Submittal.

Additional non-discrimination and disclosure forms will need to be provided by the selected Consultant prior to Contract execution. Please contact the Contract Specialist for this RFP if you have any questions about Contract execution forms.

Current versions of all forms are available for review and download at:

<http://www.metrokc.gov/procurement/forms/consultants.aspx>